

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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BLUE CASTLE (CAYMAN) LTD.,

Plaintiff,

Case No. 2:22-cv-05422-GRB-LVD

ANSWER OF TITLE, LLC

against-

WICKAPOGUE 1, LLC, NICOLE GALLAGHER, MARK GALLAGHER, HUGH BAUERS CONTRACTING, INC., TITLE, LLC, ST. ANDREWS CAPITAL, LLC, LISA GROSSMAN, BRYAN GEFFEN, and "JOHN DOE #1" through "JOHN DOE #20," the twenty names being fictitious and unknown, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest upon the Property,

Defendants.

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Defendant, Title, LLC¹, by its attorney, Robert M. Bursky, Esq., respectfully answers the Complaint in this action as follows:

AS TO THE PARTIES

1. Admits, upon information and belief, the allegations of paragraph 1 of the Complaint.
2. Admits, upon information and belief, the allegations of paragraph 2 of the Complaint.
3. Admits, upon information and belief, the allegations of paragraph 3 of the Complaint.

¹ As acknowledged in paragraph 6 of the Complaint, Title, LLC holds a \$3,300,000.00 mortgage on the subject real property and also has four money judgments totaling (without interest) \$5,300,900.00 that are also liens against it. Title, LLC reserves all rights regarding these liens, including the right to assert claims to foreclose its mortgage and/or to file surplus money proceedings provided for by New York State law.

4. Admits, upon information and belief, the allegations of paragraph 4 of the Complaint.
5. Admits, upon information and belief, the allegations of paragraph 5 of the Complaint.
6. Admits the allegations of paragraph 6 of the Complaint and avers that Title, LLC has interests in and multiple liens against the “Mortgaged Premises” as set forth therein.
7. Admits the allegations of paragraph 7 of the Complaint and avers that St. Andrews Capital, LLC Title, LLC has an interest in and lien against the “Mortgaged Premises” as set forth therein.
8. Admits, upon information and belief, the allegations of paragraph 8 of the Complaint.
9. Admits, upon information and belief, the allegations of paragraph 9 of the Complaint.
10. Admits, upon information and belief, the allegations of paragraph 10 of the Complaint.

AS TO JURISDICTION AND VENUE

11. Admits the allegations of paragraph 11 of the Complaint.
12. Admits the allegations of paragraph 12 of the Complaint.

AS TO THE LOAN AND THE LOAN DOCUMENTS

13. Admits, upon information and belief, the allegations of paragraph 13 of the Complaint.
14. Admits, upon information and belief, the allegations of paragraph 14 of the Complaint.
15. Admits, upon information and belief, the allegations of paragraph 15 of the Complaint.
16. Admits, upon information and belief, the allegations of paragraph 16 of the Complaint.
17. Admits, upon information and belief, the allegations of paragraph 17 of the Complaint.
18. Admits, upon information and belief, the allegations of paragraph 18 of the Complaint.

19. Admits, upon information and belief, the allegations of paragraph 19 of the Complaint.
20. Admits, upon information and belief, the allegations of paragraph 20 of the Complaint.
21. Admits, upon information and belief, the allegations of paragraph 21 of the Complaint.
22. Admits, upon information and belief, the allegations of paragraph 22 of the Complaint.
23. Admits, upon information and belief, the allegations of paragraph 23 of the Complaint.
24. Admits, upon information and belief, the allegations of paragraph 24 of the Complaint.

AS TO ASSIGNMENT OF THE LOAN AND THE LOAN DOCUMENTS

25. Admits, upon information and belief, the allegations of paragraph 25 of the Complaint.
26. Admits, upon information and belief, the allegations of paragraph 26 of the Complaint.
27. Admits, upon information and belief, the allegations of paragraph 27 of the Complaint.
28. Admits, upon information and belief, the allegations of paragraph 28 of the Complaint.
29. Admits, upon information and belief, the allegations of paragraph 29 of the Complaint.
30. Admits, upon information and belief, the allegations of paragraph 30 of the Complaint.

AS TO MODIFICATION OF THE LOAN

31. Admits, upon information and belief, the allegations of paragraph 31 of the Complaint.
32. Admits, upon information and belief, the allegations of paragraph 32 of the Complaint.
33. Admits, upon information and belief, the allegations of paragraph 33 of the Complaint.
34. Admits, upon information and belief, the allegations of the first numbered paragraphs
34 and 35 of the Complaint.

AS TO BORROWER'S DEFAULTS UNDER THE LOAN AND LOAN DOCUMENTS

A. As To Failure to Pay on the Maturity Date

35. Admits, upon information and belief, the allegations of the second numbered paragraphs 34 and 35 of the Complaint.

36. Admits, upon information and belief, the allegations of paragraph 36 of the Complaint.

37. Admits, upon information and belief, the allegations of paragraph 37 of the Complaint.

38. Admits, upon information and belief, the allegations of paragraph 38 of the Complaint.

39. Admits, upon information and belief, the allegations of paragraph 39 of the Complaint.

B. As To Multiple Judgments Rendered Against the Borrower and Guarantors

40. Admits, upon information and belief, the allegations of paragraph 40 of the Complaint.

41. Admits the allegations of paragraph 41, subparagraphs a., b., c. and d., of the Complaint and admits, upon information and belief, the allegations of paragraph 41, subparagraphs e., f. and g. of the Complaint.

42. Admits the allegation of paragraph 42 of the Complaint as they pertain to the judgments of Title, LLC and St. Andrews Capital, LLC and admit, upon information and belief, the allegations of that paragraph as to the other judgments.

43. Admits the allegation of paragraph 43 of the Complaint as they pertain to the judgments of Title, LLC and St. Andrews Capital, LLC and states that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations pertaining to the other judgments.

44. Admits, upon information and belief, the allegations of paragraph 44 of the Complaint.

C. As To Additional Mortgage Lien Existing Against The Mortgaged Premises

45. Admits the allegations of paragraph 45 of the Complaint.

46. Admits the allegations of paragraph 46 of the Complaint as they are directed to the “Subordinate Mortgage” in favor of Title, LLC and admits, upon information and belief, the remaining allegations of that paragraph.

47. Admits, upon information and belief, the allegations of paragraph 47 of the Complaint.

48. Admits, upon information and belief, the allegations of paragraph 48 of the Complaint.

D. As to Tax Liens Against Guarantors

49. Admits, upon information and belief, the allegations of paragraph 49 of the Complaint.

50. Admits, upon information and belief, the allegations of paragraph 50 of the Complaint.

51. Admits, upon information and belief, the allegations of paragraph 51 of the Complaint.

52. Admits, upon information and belief, the allegations of paragraph 52 of the Complaint.

53. Admits, upon information and belief, the allegations of paragraph 53 of the Complaint.

54. Admits, upon information and belief, the allegations of paragraph 54 of the Complaint.

AS TO THE FIRST CAUSE OF ACTION

(Foreclosure of Senior Lien Mortgage)

55. In answer to paragraph 55 of the Complaint, Title, LLC repeats and realleges each and every answer set forth above as if fully set forth here.

56. Admits, upon information and belief, the allegations of paragraph 56 of the Complaint.

57. Admits, upon information and belief, the allegations of paragraph 57 of the Complaint.

58. Admits, upon information and belief, the allegations of paragraph 58 of the Complaint.

59. Admits, upon information and belief, the allegations of paragraph 59 of the Complaint.
60. Admits, upon information and belief, the allegations of paragraph 60 of the Complaint, except states that it lacks knowledge and information sufficient to form a belief as to the allegations concerning the amounts due.
61. Admits, upon information and belief, the allegations of paragraph 61 of the Complaint.
62. Admits, upon information and belief, the allegations of paragraph 62 of the Complaint.
63. Admits, upon information and belief, the allegations of paragraph 63 of the Complaint.
64. Admits, upon information and belief, the allegations of paragraph 64 of the Complaint.
65. Admits, upon information and belief, the allegations of paragraph 65 of the Complaint.
66. Admits, upon information and belief, the allegations of paragraph 66 of the Complaint.
67. Admits the allegations of paragraph 67 of the Complaint.
68. Admits the allegations of paragraph 68 of the Complaint.
69. Neither admits nor denies the allegations of paragraph 69 of the Complaint as they are not allegations of existing fact but rather reservations of asserted legal rights as to which no response is required.
70. Admits the allegations of paragraph 70 of the Complaint, except states that it lacks knowledge and information sufficient to form a belief as to the allegations concerning the amounts due.

AS TO THE SECOND CAUSE OF ACTION
(Foreclosure of Senior Lien Mortgage)

71. In answer to paragraph 71 of the Complaint, Title, LLC repeats and realleges each and every answer set forth above as if fully set forth here.

72. Admits, upon information and belief, the allegations of paragraph 72 of the Complaint.
73. Admits, upon information and belief, the allegations of paragraph 73 of the Complaint.
74. Admits, upon information and belief, the allegations of paragraph 74 of the Complaint.
75. Admits, upon information and belief, the allegations of paragraph 75 of the Complaint.
76. Admits, upon information and belief, the allegations of paragraph 76 of the Complaint.
77. Admits, upon information and belief, the allegations of paragraph 77 of the Complaint.
78. Admits, upon information and belief, the allegations of paragraph 78 of the Complaint.
79. Admits, upon information and belief, the allegations of paragraph 79 of the Complaint.
80. Admits, upon information and belief, the allegations of paragraph 80 of the Complaint.
81. Admits, upon information and belief, the allegations of paragraph 81 of the Complaint.
82. Admits, upon information and belief, the allegations of paragraph 82 of the Complaint.
83. Admits the allegations of paragraph 83 of the Complaint.
84. Admits the allegations of paragraph 84 of the Complaint.
85. Neither admits nor denies the allegations of paragraph 85 of the Complaint as they are not allegations of existing fact but rather reservations of asserted legal rights as to which no response is required.
86. Admits the allegations of paragraph 86 of the Complaint, except states that it lacks knowledge and information sufficient to form a belief as to the allegations concerning the amounts due.

AS TO THE THIRD CAUSE OF ACTION

(Consolidation of Building Loan Mortgage and Senior Loan Mortgage For Foreclosure)

87. In answer to paragraph 87 of the Complaint, Title, LLC repeats and realleges each and every answer set forth above as if fully set forth here.

88. States that it lacks knowledge and information sufficient to form a belief concerning the amounts due as alleged in paragraph 88 of the Complaint.

89. Admits, upon information and belief, the allegations of paragraph 89 of the Complaint.

90. Admits, upon information and belief, the allegations of paragraph 90 of the Complaint.

91. Admits, upon information and belief, the allegations of paragraph 91 of the Complaint.

92. Admits, upon information and belief, the allegations of paragraph 92 of the Complaint.

93. States that it lacks knowledge and information sufficient to form a belief as to the truth of the allegations of paragraph 93 of the Complaint.

AS TO THE FOURTH CAUSE OF ACTION

(Alternative Relief For Successive Foreclosure Sales Of The Building Loan Mortgage and Senior Loan Mortgage For Foreclosure)

94. In answer to paragraph 94 of the Complaint, Title, LLC repeats and realleges each and every answer set forth above as if fully set forth here.

95. Admits the allegations of paragraph 95 of the Complaint.

AS TO THE FIFTH CAUSE OF ACTION

(Breach of Guaranty)

96. In answer to paragraph 96 of the Complaint, Title, LLC repeats and realleges each and every answer set forth above as if fully set forth here.

97. Admits, upon information and belief, the allegations of paragraph 97 of the Complaint.

- 98. Admits, upon information and belief, the allegations of paragraph 98 of the Complaint.
- 99. Admits, upon information and belief, the allegations of paragraph 99 of the Complaint.
- 100. Admits, upon information and belief, the allegations of paragraph 100 of the Complaint.
- 101. Admits, upon information and belief, the allegations of paragraph 101 of the Complaint.
- 102. Admits, upon information and belief, the allegations of paragraph 102 of the Complaint.
- 103. Admits, upon information and belief, the allegations of paragraph 103 of the Complaint.
- 104. Admits, upon information and belief, the allegations of paragraph 104 of the Complaint.
- 105. Admits, upon information and belief, the allegations of paragraph 105 of the Complaint.

AS TO THE SIXTH CAUSE OF ACTION

(Breach of Completion Guaranty)

106. In answer to paragraph 106 of the Complaint, Title, LLC repeats and realleges each and every answer set forth above as if fully set forth here.

- 107. Admits, upon information and belief, the allegations of paragraph 107 of the Complaint.
- 108. Admits, upon information and belief, the allegations of paragraph 108 of the Complaint.
- 109. Admits, upon information and belief, the allegations of paragraph 109 of the Complaint.
- 110. Admits, upon information and belief, the allegations of paragraph 110 of the Complaint.
- 111. Admits, upon information and belief, the allegations of paragraph 111 of the Complaint.
- 112. Admits, upon information and belief, the allegations of paragraph 112 of the Complaint.
- 113. Admits, upon information and belief, the allegations of paragraph 113 of the Complaint.
- 114. Admits, upon information and belief, the allegations of paragraph 114 of the Complaint.
- 115. Admits, upon information and belief, the allegations of paragraph 115 of the Complaint.

116. Admits the allegations of paragraph 116 of the Complaint.

WHEREFORE, Title, LLC demands judgment as follows:

- a. That, pursuant to Plaintiff's foreclosure claims, the mortgaged real property be sold so as to obtain the greatest return of sale, whether sold jointly as a single parcel or sold separately as two or more parcels; and
- b. That Title, LLC be granted such other and further relief as the Court deems just and proper.

Dated: Melville, New York
January 9, 2023

Robert M. Bursky

ROBERT M. BURSKY, ESQ.
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